

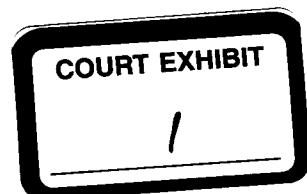
Verdict Sheet

Did plaintiff prove by a preponderance of the evidence that his disability was caused by
"injury"?

Yes No ✓

Bring in Verdict.

Jean Bull
Signature of Foreperson



Cohen v. Provident Life & Casualty Insurance Co., CV 09-5383

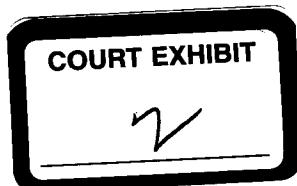
Plaintiff asserts one claim against defendant, a claim for breach of contract. Plaintiff claims that defendant breached the contract of insurance by failing to pay disability insurance benefits to plaintiff for life, as required by the policy for a disability caused by "injury."

Defendant maintains that it has not breached the contract of insurance because it properly paid disability insurance benefits to plaintiff until he reached age 65, as required by the policy for a disability caused by "sickness."

The parties do not dispute that plaintiff is disabled within the meaning of the policy. However, they dispute whether plaintiff's disability was caused by "injury" or whether the disability was caused by "sickness." It is for you to decide whether plaintiff has proven by a preponderance of the evidence that his disability was caused by "injury." If plaintiff proves that his disability was caused by "injury," you should find for plaintiff. If plaintiff fails to prove that his disability was caused by "injury," you should find for defendant.

Under the policy, "injury" means accidental bodily injury occurring while the policy is in force.

Under the policy, "sickness" means sickness or disease which is first manifested when the policy is in force.



Your Honor,

We have reached a verdict,

Jean Bull

